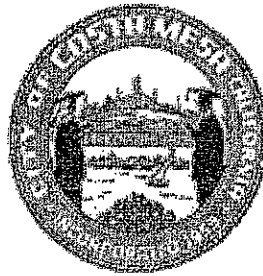


ATTACHMENT #2



INVITATION FOR BID (IFB)

#16-38

FOR

VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES



Public Services Department

CITY OF COSTA MESA

April 29, 2016

**IFB #16-38
FOR
VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES**

The City of Costa Mesa (hereinafter referred to as the "City") is requesting competitive bids from qualified companies or individuals (hereinafter referred to as "Bidder"). The awarded Contract, (hereinafter referred to as "Contractor") in accordance with the sample contract terms, conditions and scope of work (Attachment A). Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the sample contract and any solicitation attachments/exhibits.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over \$109 million and a total of over \$114 million of fiscal year 2014-2015.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza, secures its place as the highest volume regional shopping center in the nation.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. **Bidders are not to contact other City personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** The City's Purchasing Department contact set out in IFB, Section II, Subsection 10, will provide all official communication concerning this IFB. Any City response relevant to this IFB other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.costamesaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Bidder to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. **Bid Validity:** Bids will be valid for a period of 120 days after the IFB closing date.
3. **Schedule of Events:** The invitation for bid will be governed by the following schedule:

**Release of IFB
Deadline for Written Questions**

**April 29, 2016
May 3, 2016**

Responses to Questions Posted on City's Website
Bids Due
Approval of Contract

May 5, 2016
May 13, 2016
TBD

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the sample contract terms, conditions and scope of work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the contract. The sample contract contained in this solicitation is the contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit contract for execution.
2. This solicitation consists of the following:
 - Section I. General Information
 - Section II. General Instructions and Provisions
3. Responsive bids shall include the following completed submittals:
 - 1) Appendix A – Sample Contract
 - 2) Appendix B – Company Profile & References
 - 3) Appendix C – Forms
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Light Bar Configuration
 - 6) Attachment C - Contractor's Pricing
4. Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:
 - Insurance - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
 - W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).
5. Pricing (Attachment C):
 - Bid prices quoted shall be firm for the full term of the contract. The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. **No additional compensation will be allowed.**
 - Bid prices offered shall reflect all addendum(s) issued by the City.
 - Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
 - The City will only consider firm price bids.
 - The net amount of profit will remain firm during the period of the contract. Contract adjustments which increase Contractor's profit will not be allowed.

- All price/rate decreases will automatically be extended to the City.
 - Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the City.
6. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the City, and the City reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a City standards committee that only one brand can meet the City's requirements, "no exceptions" shall be noted in the specifications.
7. **Accuracy of Bids:** Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the City.
- If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the facilitator and request to withdraw the bid. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.
8. **Responsibility of Bidders:** The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- Preparing its bid in response to this IFB;
 - Submitting that bid to the City;
 - Negotiating with the City any matter related to the bid; and,
 - Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the contract.
9. **Protests:** Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the bid procedure, which are apparent or reasonably should have been discovered prior to receipt of bids shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of bids. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the bids, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to

the City Council will be considered. Should Bidder decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

- a. **Procedure** – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- The name, address and telephone number of the protester;
 - The signature of the protester or the protester's representative;
 - The solicitation or contract number;
 - A detailed statement of the legal and/or factual grounds for the protest; and
 - The form of relief requested.

10. **Submission of Bids:** Complete written bids must be submitted in sealed envelopes marked and received no later than **2:00 p.m. (P.S.T) on May 13, 2016** to the address below. Bids will not be accepted after this deadline. Faxed or e-mailed bids will not be accepted. **NO EXCEPTIONS.**

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200
RE: IFB #16-38 Vehicle Lighting and Equipment Installation Services

Bids received at or before the time and date stated above, shall be opened publicly and read aloud in the Council Chambers at said address.

11. **Number of Bids:** Submit one original, two (2) hard copies plus one electronic copy or flash drive of bid in sufficient detail. In the event of a conflict between the original and any hard copy or disk copy, the original shall control. City will not return disk copy or flash drive to Bidders.
12. **Inquiries:** Questions about this IFB must be directed in writing, via e-mail to:

Buyer: Stephanie Urueta at stephanie.urueta@costamesaca.gov

The City reserves the right to amend or supplement this IFB prior to the bid due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & IFB's. Bidders should check this web page daily for new information. The City will endeavor to answer all timely received written questions before or no later than **May 3, 2016 at 10:00 a.m.** The City reserves the right not to answer all questions.

From the date that this IFB is issued until a Bidder is selected and the selection is announced, Bidders are not allowed to communicate outside the process set forth in this IFB with any City employee other than the contracting officer listed above regarding this IFB. The City reserves the right to reject any bid for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

13. Conditions for Bid Acceptance: This IFB does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all bids received as a result of this IFB, to negotiate with any qualified source(s), or to cancel this IFB in part or in its entirety. The City may waive any irregularity in any bid. All bids will become the property of the City of Costa Mesa. If any proprietary information is contained in the bid, it should be clearly identified by Bidder.

14. Acceptance/Rejection/Award

- Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The City shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the City.
- The lowest, responsive and responsible, Bidder will be recommended for contract award.
- Bids will be reviewed by the City for responsiveness to all requirements. The City has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- Only those responsible and responsive bids that meet all solicitation requirements and specifications, shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
- Please take notice that non-acceptance of City terms and conditions may deem a bid non-responsive. The City will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.
- The lowest responsive and responsible bid(s) may be subject to further negotiations.
- Final award determination based upon the lowest responsive and responsible bid may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of City terms and conditions.
- By submitting a response to this solicitation, Bidders agree to accept the decision of the City as final.
- Awarded Bidder will be required to sign a contract upon award.

15. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this IFB, protest, or any other written communication between the City and Bidder, shall be available to the public. The City intends to release all public portions of bid submissions following the evaluation process at such time as a recommendation is made to the City Council.

If Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Bidder may not designate its entire bid as confidential nor designate its Price Bid as confidential.

Submission of a bid shall indicate that, if Bidder requests that the City withhold from disclosure information identified as confidential, and the City complies with the Bidder's request, Bidder shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorneys' fees and costs that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to the withholding of Bidder information. Bidder shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Bidder information. If Bidder does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

- 16. Ex Parte Communications:** Bidders' representatives should not communicate with the City Council members about this IFB. In addition, Bidders, and Bidders' representatives, should not communicate outside the procedures set forth in this IFB with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the IFB facilitator, regarding this IFB until after contract award. This solicitation requires due process and therefore set forth herein must be explicitly complied with. Bidders and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Bidder" or "Bidder's representative" includes all of the Bidder's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Bidder's bid, and any individual or entity who has been requested by the Bidder to contact the City on the Bidder's behalf. Bidders shall include the Ex Parte Communications form (Appendix C) with their bids certifying that they have not had or directed prohibited communications as described in this section.

- 17. Conflict of Interest:** The Bidder warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code, Sections 1090, et seq., or sections 87100 et seq., during the performance of services under any contract awarded. The Bidder further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any awarded contract being deemed void and unenforceable.
- 18. Disclosure of Governmental Position:** In order to analyze possible conflicts that might prevent a Bidder from acting on behalf of the City, the City requires that all Bidders disclose in their bids any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Bidder shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past 12 months using the attached "Disclosure of Government Positions Form." (See Appendix F.)
- 19. Conditions of Contract:** The selected Bidder will execute a contract with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of sample contract provided as Appendix A to this solicitation, which may be modified by City. All Bidders are directed to particularly review the indemnification and insurance requirements set forth in the sample contract

The terms of the contract, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a bid shall be deemed acceptance of all the terms set forth in this IFB and the sample contract unless the Bidder includes with its bid, in writing, any conditions or exceptions requested by the Bidder to the proposed contract. In accordance with the

Municipal Code, the City may consider the scope and number of conditions in evaluation bids and determining the lowest, responsive and responsible bidder.

- 20. Disqualification Questionnaire:** Bidders shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Bidder, any officer of a Bidder, or any employee of a Bidder who has a proprietary interest in the Bidder, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A bid may be rejected on the basis of a Bidder, any officer or employee of such Bidder, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See (Appendix C).
- 21. Standard Terms and Conditions:** The City reserves the right to amend or supplement this IFB prior to the bid due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa - Official City Web Site - Business - Bids & IFB's. Bidders should check this web page daily for new information.

Appendix A
Sample Contract

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS AGREEMENT is made and entered into this ___ day of ____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Bid ("IFB"), attached hereto as Exhibit "A," and Consultant's Response to City's IFB (the "Response") attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____,00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Bid unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress

basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Upon expiration of the initial Term, this Agreement may be renewed for a maximum of ____ additional one-year terms, upon mutual agreement of both parties in writing. The City is not obligated to give a reason or notice if it elects not to renew the Term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an Insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City.
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-
Fax: (714) 754-
Attn: _____

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or

wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Bid, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its

subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

[Mayor or Chief Executive Officer]

Date: _____

Interim Finance Director

Date: _____

Department Head

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

City Clerk and ex-officio Clerk
of the City of Costa Mesa

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

Appendix B
Company Profile & References

COMPANY PROFILE & REFERENCES**Company Profile**

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor's License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

COMPANY PROFILE & REFERENCES (Continued)

References

Submit the company names, addresses, telephone numbers, contact names, and brief contract descriptions of at least three clients for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Brief Contract Description: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Contract Amount: _____

Address: _____

Brief Contract Description: _____

Appendix C

Forms



**INVITATION FOR BID #16-38
VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES**

VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Bids: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION

☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION

☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL

☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP

☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

**EX PARTE COMMUNICATIONS CERTIFICATION
FOR
IFB # 16-38**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Bidder and Bidder's representatives have not had any communication with a City Council Member concerning the **VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES** at any time after **April 29, 2016**

Signature: _____

Date _____

Print Name: _____

OR

I certify that Bidder or Bidder's representatives have communicated after **April 29, 2016** with a City Council Member concerning the **VEHICLE LIGHTING AND EQUIPMENT INSTALLATION SERVICES**. A copy of all such communications is attached to this form for public distribution.

Signature: _____

Date _____

Print Name: _____

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space below.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Bidder shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None".

ATTACHMENT A SCOPE OF WORK

I. BACKGROUND: The City of Costa Mesa maintains a mixed inventory of vehicles including police patrol, support, miscellaneous emergency, undercover and various public works vehicles that require total and partial vehicle up-fitting of all lighting, necessary components and emergency equipment. The awarded contract will encompass parts supply and installation services of all lighting and related equipment components.

II. SCOPE OF SERVICES: Contractor shall provide vehicle equipment, lighting, supplies, and equipment installation services on an as-needed basis.

A. VEHICLE EQUIPMENT – MINIMUM INSTALLATION REQUIREMENTS

1. This section describes the general vehicle emergency lighting and response equipment wiring for installation. All equipment listed will be mounted and wired to a wiring harness and fuse panel; all items and electronic equipment to terminate at component within the vehicle. All hardware is to be installed with a securely mounted service loop to ease future service. Supplier shall install equipment per the following specifications.

B. Wire and Harness Specifications

1. All wire is to be color coded with no repeats in color on same gauges of wire. Any wiring of same color and size must be differentiated by a continuous trace of different color. All wire shall be clearly labeled to identify purpose of said wire. Wire shall be of SXL (Cross Linked Polyolefin Insulated) XLP type, Heat resistance rates according to SAE-J-1128 and Abrasion Resistance rating to meet or exceed MIL T-5438.
2. The wiring harness/fuse panel shall be modular in design. The harness shall include all power wires and any trigger or activation wires so that no extra wires are outside the harness. This harness shall include all under-hood wiring, strobe, back flash, rear light-kill wires, MDC pre-wire, etc. Additional labeled power wires not currently used shall be wired into the harness to facilitate future equipment upgrades. Future use power wires shall have fuse terminal locations pre-existing in the modular fuse panel.
3. All fuse terminal connectors shall be crimped using an automatic crimping tool to avoid under/over crimping. Fused terminal connectors shall be wired as a continuous run to the hardware it controls. Butt and crimp connectors must be nylon (not vinyl) and usage kept to a minimum throughout the vehicle. **No push on**

terminals of any type, including but not limited to Scotch-Loc or T-Tap connectors, are to be used within the harness or the completed vehicle. Every item within the vehicle *must be individually* fused within the modular panel and any fuses over 30 amps in value shall be a maxi-fuse. Each component's wiring must be sized to handle at least 125% of that circuit capacity. All wire runs are to be within factory wiring channels, and secured every 6 inches at a minimum. Extra wiring is to be cut short; still allowing a service loop, but no bundles of wire under the carpet, dash, or trunk will be acceptable.

The fuse/relay panel itself must be secured to the passenger side inner fender or trunk and have the solenoid and power timer contained within the panel. The construction material of the panel must be of a plastic composite that is rated to withstand under-hood and trunk temperatures that will be seen over the service period of the vehicle. **No fuses shall be mounted in any other location within the vehicle.** The power timer shall be mounted within or beneath the panel so as to protect it from moisture. A single 4-gauge power wire shall be wired directly to the battery positive terminal from the solenoid. All power wires from the modular fuse panel shall then hook up to the backside of the solenoid, which is controlled by the power timer. All future use wiring in electrical harness shall be neatly contained within back of console body.

4. All wiring runs, equipment locations, and fuse layouts are to be identical on every unit, and a diagram must be provided with each series of vehicles built. A laminated card shall be affixed near the fuse panel and shall indicate the location and function of each fuse within the panel, including future use wiring and values.
5. All supplemental wiring is to be continuous runs with no cable extension other than at the hardware to which it is wired.
6. The master ground is to be an 8-gauge wire connecting from the factory ground terminal terminating with a common ground bolt in the console. All grounds not wired to the common ground shall use star type lock washers at the ground end, i.e. head light flasher, strobe power supply.

C. Installation of City of Costa Mesa Vehicle Decals

1. The City of Costa Mesa will provide the Contractor with the appropriate vehicle decals. The Contractor will be required to install vehicle decals as directed by the City of Costa Mesa fleet maintenance supervisor.

III. CONTRACTOR MINIMUM REQUIREMENTS

A. Contractor shall comply with the following:

1. Be in the primary business of up-fitting/installing Code 3 emergency equipment on Police patrol vehicles and emergency service vehicles for minimum of 5 years.
2. Have an established facility (3 years minimum) within 50 miles of the City of Costa Mesa Corporation Yard, located at 2310 Placentia Ave. Costa Mesa CA 92627.
3. Prior to awarding a contract, the City will conduct an inspection of the contractor's facility to determine compliance and the quality of the facility.
4. Items requiring fabrication will be quoted by contractor and approved in advance by The City's fleet maintenance supervisor or designee.
5. Contractor's primary installers (supervising technicians/employees) must be qualified technicians and have at least 2 years of experience installing lighting and equipment on various types of patrol vehicles and equipment including, but not limited to, law enforcement sedans, sport utility vehicles, trucks, undercover vehicles, trailers and off-highway vehicles. Upon request Contractor will be required to submit documentation describing Contractor's requirements in regard to employee qualifications.
6. Contractor shall complete the work within ten (10) business days after Contractor has accepted the vehicle. Should Contractor fail to complete the work in the time specified, additional work time may be allowed upon the written approval of the City fleet maintenance supervisor or designee.
7. The contractor shall be responsible for pick-up, delivery and/or towing of new/disposal vehicles in accordance with the scope of work. All orders must be shipped FOB Destination. All deliveries must be coordinated with the City of Costa Mesa fleet maintenance supervisor.

8. Contractor shall provide new/unused, highest quality products, designed for maximum service life with all applicable federal, state, and local regulations including the State of California Motor Vehicle Code.
9. Contractor shall be experienced in all phases of designing, installing and repairing of emergency vehicle response equipment and lighting.
10. Authorized representative(s) of the City shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant prior to the award of this contract. After the award of the contract, authorized representative(s) of the City shall be permitted to inspect the Supplier's facility, subcontractor's facility, and/or plant on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved.
11. Contractor's facility shall have the necessary capacity, machinery, and tools, at the time of proposal submission to fulfill the City's needs and requirements.
12. Contractor will be required to have sufficient space to store City product inventory and will be responsible for the quality of installation.
13. Contractor may be required to install, repair, and warrant installed vehicle Emergency Response Equipment at City facilities and in the field.
 1. All warranty repairs will be completed at the City of Costa Mesa Fleet Services facility.
 2. At the discretion of the City's Fleet Maintenance Supervisor, warranty repairs may also take place at the Contractors location.
 3. Contractor will arrange and/or schedule through the Fleet Maintenance Supervisor any off-site repairs.

Gant Corum, Fleet Maintenance Supervisor
City of Costa Mesa
Fleet Services:
2310 Placentia Ave
Costa Mesa CA 92627
(714) 327-7481

14. The City has the right to inspect work performed on a City vehicle at Contractors facility at any time, whether or not the services have been completed. Contractor agrees that the City has the right to audit any work performed by the Contractor.
15. The City reserves the right to make an award on any category/group of items or in the aggregate to that/those lowest responsible Supplier(s) who proposal(s) is/are most responsive to the needs of the City. The City also reserves the right to make multiple awards, if advantageous to the City, to ensure continuity of supply should a surge in the City's requirements exceed the capacity or capability of the primary Supplier(s). All items per category must be quoted in order for your bid to be considered responsive.
16. Upon request, Contractor will need to provide a detailed background check process that is performed on your employees or a copy of your company's internal policy pertaining to employee background checks.

IV. CONTRACTOR PERFORMANCE

A. Contractor shall comply with the following:

1. If the installation is not acceptable to the City, the Supplier shall be responsible for installing portions or the complete vehicle at no additional cost to the City.
2. Contractor shall furnish new parts and equipment of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a minimum period of one year from the date of delivery. No substitutions will be allowed under this contract, unless approved in advance and made in writing by the City.
3. Replacements and repairs on faulty equipment or errors in installations shall be made by the Contractor at no additional cost and to the satisfaction of the City. Equipment installations shall be guaranteed for as long as the City owns/possesses the vehicle.
4. The City has the right to make the final determination as to whether services have been satisfactorily completed. Should any portion of the installation

work, due to any cause, not be in accordance with the specifications or is not satisfactorily completed, it may be rejected and the Contractor must make a satisfactory arrangement with the City before proceeding with other work.

5. The Contractor shall promptly correct all work rejected by the City as faulty, defective, or failing to conform to the product specifications or scope of work defined herein, whether observed before or after substantial completion of the work and whether or not inspected, tested, repaired, fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work.
6. Contractor shall be held responsible for any damage, breakage or loss of the City's vehicles or equipment while performing service on the City's vehicles, and shall be responsible for restoring or replacing any damaged equipment, vehicles, etc. to the satisfaction of the City and at the sole expense of the Contractor. Any damages to City vehicles or equipment resulting from services performed shall be reported to the City immediately.

V. WORKMANSHIP

1. All emergency equipment, dome light, and spotlight are required to be wired to an auxiliary power source in the rear of the vehicle. All power should be timed and disconnected as to protect the vehicle from a dead battery.
2. Installation Tools/Equipment: all installation tools and equipment used by the Contractor to install equipment on City vehicles shall be of the highest quality in accordance with industry standards.

VI. DECOMMISSIONING

1. At the City's request the vendor will remove all aftermarket equipment (including OEM ballistic panels) owned by the City and return this equipment to the City location specified in the contract. Decommissioning will take place on a one-to-one vehicle basis.
2. One-to-one = removing Code 3 and non-Code 3 equipment from vehicle A and installing equipment on new vehicle B; any remaining parts will be returned to Fleet Services.

VII. DELIVERY AND PICK UP

- A. All deliveries and pick-ups shall be coordinated with the appropriate City personnel and discussed with the fleet maintenance supervisor on the day it is to occur. The City will not accept unscheduled deliveries; some decommissioned vehicles may require towing to and from contractor location.
- B. **Vehicle Pick-up:** The Contractor shall be required to pick up vehicles from the City that have been scheduled to receive installation of equipment. The pick-up location is listed below.

City of Costa Mesa
City Corporation Yard
2310 Placentia Ave.
Costa Mesa CA 92627

- C. **Vehicle Delivery:** The Contractor shall be required to deliver completed vehicles to the specified City location. Within 3 business days, the City will complete a final inspection of all of the equipment components installed on the vehicle prior to authorizing payment. Vehicles shall be delivered to:

City of Costa Mesa
City Corporation Yard
2310 Placentia Ave
Costa Mesa, CA 92627

VIII. POLICE PATROL VEHICLE –SPECIFICATIONS & PARTS LIST**A. Vehicle Makes/Models**

1. Ford Utility Interceptor – Patrol Vehicle
2. Ford Taurus
3. Ford Fusion
4. Chevrolet Tahoe
5. Ford Crown Victoria
6. Ford F 150 & 250 Pickup Truck
7. Miscellaneous vehicles as needed

B. Vehicle Equipment – Parts List

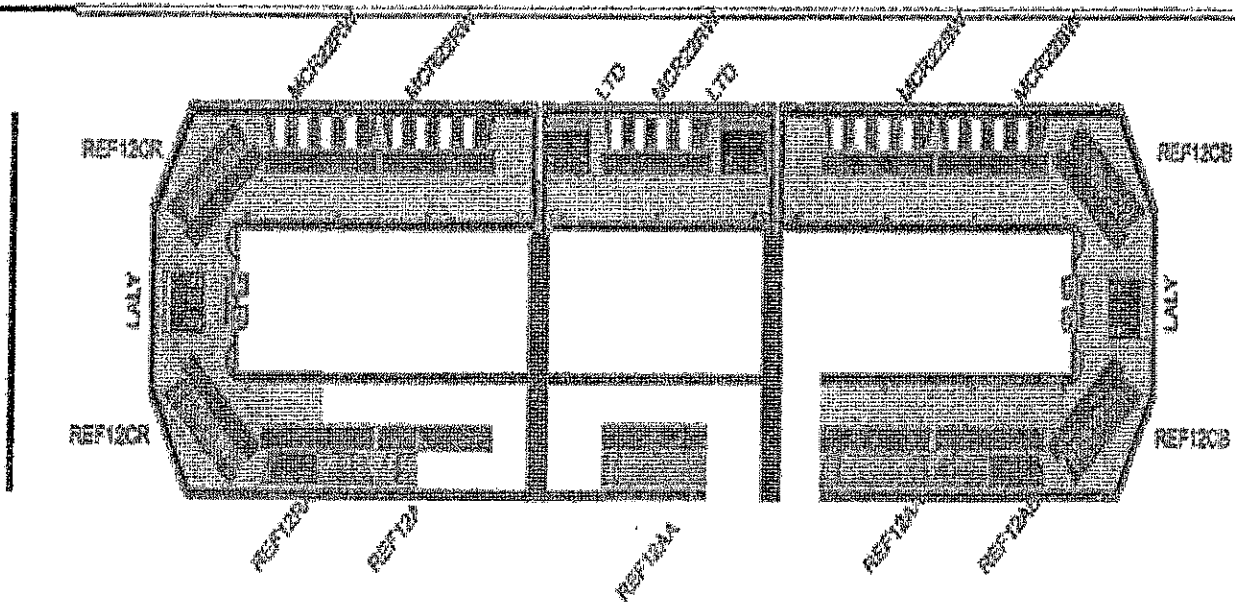
Item#	Manufacturer	Description	Part Number
1	Setina	Aluminum push bumper	PB400-VS
2	Code 3	LED hide a blast RED	HB6PAK-R
3	Code 3	LED hide a blast Amber	HB6PAK-A
4	Code 3	Mirror mount kit	TRSRVMEX1
5	Code 3	LED red with black bezel	TRX6R
6	Code 3	LED blue with black bezel	TRX6B
7	Code 3	Led LIGHT BAR	2747MC/ C25599
8	Code 3	Citadel rear light system	CITEX1-RB
9	Code 3	Siren/ light control system	Z3
10	Code 3	Siren speaker	C3100FX2
11	Troy	Dual beverage holder	AC-INBHG
12	Troy	Command console with faceplates	CC-FDUV-MC18
13	Troy	Adjustable armrest	AC-ARMMNT-NS
14	Troy	Computer mount with swing arm	CM-SDMT-SL-M800
15	Troy	Safety partition	TP-1

Item#	Manufacturer	Description	Part Number
16	Troy	Lower extension panel	2-KP-FDUV-F
17	Troy	Rear safety partition	TP-FDUV-R
18	Magnetic Mic	Magnetic Mic Holder	MMSU-1
19	Setina	Dual weapon mount system	GK10301S1UHKSSCAXL
20	Setina	Gun lock	Universal XL
21	Setina	Rear window barrier with metal bar	WK0514ITU12
22	Aedec	Prisoner seat	SUVIC1311
23	Troy	Tilt up cargo mount	AC-UV-CARGO-MNT
24	Troy	Electronics tray	AC-UV-TRAY-H
25	Code 3	Torus 6-UP LED Amber	TRX6-A
26	Code 3	Torus 6-UP LED Blue	TRX6-B
27	Code 3	Mounting bracket	TLB-PI
28	Santa Cruz	Gun lock timer	SC-7009A
29	Santa Cruz	Momentary gun release switch	SC-1902
30	Code 3	LED light bar	2747AICC
31	Code 3	100W siren speaker	C3100F150-15
32	Troy	Console	CC-MC-18
33	Unity	Spotlight	335PL-0002
34	Unity	Drivers side post mount kit	189 D/S
35	Unity	Pass side post mount kit	189RH P/S
36	Ecco	Amber LED Lightbar	27-00004-E
37	Ecco	Amber LED Lightbar	27-00003-E
38	Ecco	Hide-A-LED flange mount amber	9013A

ATTACHMENT B

LIGHTBAR CONFIGURATION

City of Costa Mesa Lightbar configuration Code 3 2747MC/C25599



ATTACHMENT C **CONTRACTOR'S PRICING**

- I. COMPENSATION:** This is an all-inclusive, usage Contract between the City of Costa Mesa and Contractor for Vehicle Lighting and Equipment Installation Services on an as needed basis, as set forth in Attachment A "Scope of Work" and Attachment B "Lightbar Configuration".

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, shipping/freight, labor and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The City shall have no obligation to pay any sum in excess of the fixed prices and rates and Not-To-Exceed Contract Amount specified herein unless authorized by amendment in accordance with which may require approval by the City.

- II. FEES AND CHARGES:** Payment shall be made in accordance with the provisions of this Contract.

A. CITY VEHICLE –SPECIFICATIONS & PARTS LIST

Vehicle Makes/Models:

Ford Utility Interceptor – Patrol Vehicle
Ford Taurus
Ford F150
Chevrolet Tahoe
Ford Explorer
Ford Crown Victoria
Miscellaneous vehicles as needed

B. EQUIPMENT – PARTS LIST

NOTE; "Product Warranty" column = State the number of months and special terms or provisions that may apply to line item.

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
1	Setina	Aluminum push bumper	EA	15	PB400-VS			
2	Code 3	LED hide a blast RED	EA	15	HB6PAK-R			
3	Code 3	LED hide a blast Amber	EA	15	HB6PAK- A			
4	Code 3	Mirror mount kit	EA	15	TRSRVMEXI			
5	Code 3	LED red with black bezel	EA	15	TRX6R			
6	Code 3	LED blue with black bezel	EA	15	TRX6B			
7	Code 3	Led LIGHT BAR	EA	15	2747MC/ C25599			
8	Code 3	Citadel rear light system	EA	15	CITEX1-RB			
9	Code 3	Siren/ light control system	EA	15	Z3			
10	Code 3	Siren speaker	EA	15	C3100FX2			
11	Troy	Dual beverage holder	EA	15	AC-INBHG			
12	Troy	Command console with faceplates	EA	15	CC-FDUV- MC18			
13	Troy	Adjustable armrest	EA	15	AC- ARMMNT-NS			
14	Troy	Computer mount with swing arm	EA	15	CM-SDMT- SL-M800			

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
15	Troy	Safety partition	EA	15	TP-1			
16	Troy	Lower extension panel	EA	15	2-KP-FDUV-F			
17	Troy	Rear safety partition	EA	15	TP-FDUV-R			
18	Magnetic Mic	Magnetic Mic Holder	EA	15	MMSU-1			
19	Setina	Dual weapon mount system	EA	15	GK10301S1UH KSSCAXL			
20	Setina	Gun lock	EA	15	Universal XL			
21	Setina	Rear window barrier with metal bar	EA	15	WK0514ITU12			
22	Aedec	Prisoner seat	EA	15	SUVIC1311			
23	Troy	Tilt up cargo mount	EA	15	AC-UV- CARGO-MNT			
24	Troy	Electronics tray	EA	15	AC-UV-TRAY-H			
25	Code 3	Torus 6-UP LED Amber	EA	15	TRX6-A			
26	Code 3	Torus 6-UP LED Blue	EA	15	TRX6-B			
27	Code 3	Mounting bracket	EA	15	TLB-PI			
28	Santa Cruz	Gun lock timer	EA	15	SC-7009A			

Item #	Manufacturer	Description	UOM	EST. Annual Usage	Part Number	% Discount	Price per Part	Product Warranty
29	Santa Cruz	Momentary gun release switch	EA	15	SC-1902			
30	Code 3	LED light bar	EA	3	2747A1CC			
31	Code 3	100W siren speaker	EA	3	C3100F150- 15			
32	Troy	console	EA	3	CC-MC-18			
33	Unity	Spotlight	EA	6	335PL-0002			
34	Unity	Drivers side post mount kit	EA	3	189 D/S			
35	Unity	Pass side post mount kit	EA	3	189RH P/S			
36	Ecco	Amber LED Lightbar	EA	3	27-00004-E			
37	Ecco	Amber LED Lightbar	EA	3	27-00003-E			
38	Ecco	Hide-A-LED flange mount amber	EA	3	9013A			

C. MISCELLANEOUS ITEM DISCOUNT STRUCTURE:

Miscellaneous Items may be purchased against the Contract. Miscellaneous Item purchases shall not exceed \$3,000 per invoice including tax. City will obtain price quotes from Contractor for all miscellaneous items purchased. Contractor shall provide the list price and discount price on all invoice(s) for all miscellaneous items.

____% off Invoice List Price

D. Hourly rate for vehicle equipment installation, repairs, and decommissioning:
\$ _____